



Request for Bids

Water Main & Service Line Replacements for the Town of Hampstead

RFB No. TOH – WMSLR – FY21 - 01

SUBMIT BID TO:

Town of Hampstead
1034 South Carroll Street
Hampstead, Maryland 21074

REQUEST ISSUED: August 31, 2020
BIDS DUE: October 2, 2020

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I. GENERAL INFORMATION

INTRODUCTION

The Bid shall be evaluated in accordance with the criteria set forth in this Request for Bid (RFB).

All questions pertaining to the format of this RFB shall be directed to:

Tammi Ledley, Town Manager
Town of Hampstead
1034 South Carroll Street
Hampstead, Maryland 21074
Telephone ~ 410-239-7408
Fax ~ 410-239-6143
Email ~ hampstead@carr.org

ALL QUESTIONS MUST BE SUBMITTED IN WRITING.

Questions must be in a written format and received no later than September 18, 2020 at 3:00 p.m. EST. A written response as an addendum will be faxed or emailed to all potential Contractors by 4:00 p.m. EST on Friday, September 25, 2020. Verbal questions and/or answers will not be binding.

An award shall be made to the responsible Contractor whose Bid is determined, in writing, to be the most favorable for the Town of Hampstead, considering all the evaluation criteria set forth in this RFB. The Town of Hampstead reserves the right without liability to accept or reject any and all Bids submitted in response to this RFB.

MANDATORY PRE-BID MEETING AND SITE VISITS

All prospective Contractors for this project are **required** to attend a Pre-Bid Meeting to familiarize themselves with existing conditions that may affect their bid pricing, performance and/or completion of the required work. This meeting will allow Contractors to discuss the overall project, scope of work, present questions/concerns and visit the actual sites. No questions, except for clarification of site locations will be permitted after the pre-bid meeting. Each bidder must inform himself/herself fully of the conditions relating to the work required under the contract. Failure to do so will not relieve a successful bidder of his obligation to carry out the work.

The date for the Mandatory Pre-Bid Meeting is scheduled for:

Monday, September 14, 2020 at 10:00 a.m.

The meeting will commence at the Town of Hampstead Office located at 1034 South Carroll Street, Hampstead, Maryland 21074.

II. STATEMENT OF WORK

A. GENERAL INFORMATION

The Town of Hampstead is seeking a Contractor to provide removal and replacement of water mains and service lines on specific streets located in the Town of Hampstead (Exhibits “A” and “A1”). The selected Contractor will be responsible for providing all the labor, materials, equipment, permits and services necessary to complete the project as defined in the scope of work and special provisions and requirement sections of this bid document.

This RFB and the successful bid will serve as the basis for a contract.

Sealed bids will be accepted by the Town Manager at the Town Office located at 1034 South Carroll Street, Hampstead, Maryland 21074 until 2:00 p.m. on Friday, October 2, 2020 at which time these bids will be publicly opened and read. Bids received after the closing time or from Contractors who did not attend the mandatory pre-bid meeting will be returned to the Contractors unopened. Contingent upon the receipt of an acceptable bid and the approval of the Town Council, a contract will be drawn and issued following the Town Council Meeting on Tuesday, October 13, 2020.

B. SCOPE OF WORK

1. The Contractor shall furnish all labor, materials, equipment, permits and supervision to install a temporary bypass water service system and reconstruct the water mains and service lines located on the following streets:
 - a. Upper Beckleysville Road
 - b. Hillcrest Street
 - c. Rinaman Avenue
 - d. West Street
 - e. Shiloh Avenue
 - f. Ralph Avenue
2. The Contractor will remove the existing water mains and service lines and install new water mains, valves, hydrants, and water service lines per specification in the same location. The Contractor will also be required to repair the roadway to the specification set forth in this bid document (Exhibit B).
3. The Contractor will be responsible for the transportation, labor, materials, equipment, tools, permits and incidentals necessary for the project. The Contractor will also be responsible for the removal and disposal of all eliminated materials and equipment. Pipe, fittings and other appurtenances that are removed but not required to be salvaged, shall become the property of the Contractor and shall be removed and disposed of offsite.
4. Several of the roads listed in the bid are owned and controlled by Carroll County Bureau of Roads. The Contractor will need to obtain approvals to include, but not limited to securing all utility permits and specifications for roadway repair from Carroll County on the following roads:
 - a. Upper Beckleysville Road
 - b. Hillcrest Street
 - c. Section of Ralph Avenue

5. The Contractor will be required to test pit and locate all existing utilities to avoid conflicts and damage. All grass areas shall be restored to original condition and stabilized to avoid erosion. All driveways and sidewalks shall be restored to original condition.
6. The Contractor shall maintain access to all residential and business locations. When this is not possible, communication with resident/business by the Contractor is required.
7. The Contractor shall be responsible for the coordination of their activities with other ongoing project(s) adjacent to or in relation to the vicinity of this project.
8. The Contractor shall employ a construction Superintendent or Foreman who shall remain onsite at all times and have full authority to act for the Contractor at the project site.
9. The Contractor shall be responsible for the protection of any and all workers and site personnel, against any and all health/safety hazards associated with and/or attributed to the work performed and/or completed. All safety rules and regulations of the Town, Local, State and Federal agencies, including OSHA regulations, insurance, and underwriter's requirements, as they pertain to the performance and completion of the work, shall be strictly adhered to.
10. The Contractor shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall correct or make good any such damage, loss, or injury unless such is caused directly by errors contained in the contract or by the Town or by his/her duly authorized representatives.
11. All work will be completed at the direction of the Town of Hampstead Town Manager and Department of Public Works Superintendent.
12. All questions regarding on-site conflicts will be directed to the Department of Public Works Superintendent.
13. The Contractor will notify all residents regarding the extent of work prior to construction.
14. The Contractor will be responsible for providing Maintenance of Traffic to provide for safe and efficient movement of the public during the ongoing work (VII. Contractor's Special Provisions & Requirements, C. "Maintenance of Traffic.").

(Please refer to Exhibits "A", "A1" and "B" which have been provided for clarification of water main and service line site locations and road requirements.)

C. VENDOR QUALIFICATIONS

1. All Contractors submitting a bid for this project shall be actively engaged in the business of removal and replacement of water mains and service lines. Contractors shall submit with their bid, a listing of at least five (5) projects, completed within the immediate previous three (3) years which include work similar to that being required on this project.
2. The Town of Hampstead and Inspector reserve the right to inspect the Contractor's equipment and/or to perform any investigations of the Contractor it deems necessary to ensure that competent personnel, management and equipment will be utilized in the performance and completion of this contract. They shall be permitted to inspect all work and relevant data and records.

3. The Town reserves the right to reject any bid if the information obtained fails to satisfy the Town that such bidder is properly qualified to perform the project.

D. WARRANTY

1. Contractor shall provide a one (1) year warranty on the water main and service line work completed on this project, from the date of written Town acceptance of work.
2. All failures shall be corrected, in accordance with the original specification requirements, at a time convenient to the Town.
3. Contractor is responsible for any and all costs associated with corrections due to failures.

ANNIVERSARY INSPECTION

Prior to the end of the warranty period, at a time convenient to all parties, an inspection shall be conducted of all water main and service line work for failures. The inspection shall include the Contractor, Town, Inspector, and any additional necessary parties.

1. The Contractor is solely responsible for making arrangements with the Town and Inspector for this inspection. Failure by the Contractor to make the proper arrangements to conduct this inspection and/or perform the required anniversary assessment prior to the end of the warranty period and/or to secure the required services and participation of any additional parties, will cause the warranty to remain in effect, until the Contractor fulfills the inspection.
2. Locations exhibiting failure shall be noted and corrected in accordance with all applicable specifications.
3. Corrective measures shall take place at a time convenient to and as chosen by the Town and their Inspector.

LETTER OF CREDIT

1. A letter of credit need not be submitted with the bidder's bid. Compliance with requirements of the State Finance and Procurement Article, Section 17-101, et. Seq. of the Annotated Code of Maryland, as amended, will be required.
2. A letter of credit will be required at the time of contract execution in the amount of five (5) percent of the Contract Price. The letter of credit will be released one (1) year after the work completion date, as a general warranty.

III. BID REQUIREMENTS

A. REQUIRED ELEMENTS

1. **Coversheet** with Contractor's name, address, phone number, fax number, email address and any additional contact information.

2. **General description** should include the following:
 - a. The Contractor's credentials and previous experience.
 - b. The Contractor's method of working with clients to ensure client receives the best possible value.
 - c. A fee structure and conditions for engagement of services for the duration of the project.
3. **List of Personnel** including any subcontractors.
4. **Proof of Insurance** coverage as required in this request for bids.
5. **Proof of Eligibility** to work in Carroll County and the State of Maryland.
6. **References:** Contractors shall submit a listing of at least five (5) water main/service line projects, completed within the immediate previous three (3) years which include work similar to that being required on this project. References should include name, address, phone number, fax number and email address, if available, to verify installation/deployment of similar size and nature.
7. **Bid price** must include all labor, materials, equipment, permits, and services required to fulfill the Scope of Work and Contractor's Special Provisions and Requirements. Partial or incomplete bids will not be accepted.
8. **Bid Deposit** in the amount of five (5) percent of the project.
9. **Acknowledgement Form** acknowledging the Scope of Work and Project Schedule.

IV. BID PROCEDURES

A. SCHEDULE

<u>DATE</u>	<u>ACTION</u>
August 31, 2020	Request for Bid Released
September 14, 2020	MANDATORY Pre-Bid Meeting
October 2, 2020	Bids Due – Opened at 2:00 p.m.
October 13, 2020	Bid Awarded contingent on vote by Council at Council Meeting
October 16, 2020	Issue Notice of Award/Notice to Proceed – Anticipated Start Date
TBD	Pre-Construction Meeting
September 17, 2021	Work Completed

B. BID PREPARATION INSTRUCTIONS

General Format

When completed, Bids are to be assembled exactly as described in Section III – Bid Requirements.

NOTE: Each element must be labeled as above.

Submission

1. Contractor(s) must have attended the mandatory pre-bid meeting and should submit one Bid signed by the Contractor's contractually binding authority. To be considered, a Bid must arrive in a sealed envelope at the issuing office on or before 2:00 p.m. EST on Friday, October 2, 2020 and be marked with the RFB name. **The sealed bid envelopes must be marked with the Contractors name and "Bid for Water Main and Service Line Replacement."**
2. All Bids are to be addressed and delivered by the date and time specified to:

Town Manager
Town of Hampstead
1034 South Carroll Street
Hampstead, Maryland 21074

3. The sealed bid envelope should include a transmittal letter that lists the following:
 - Firm's Name
 - Firm's Address
 - Contact Name
 - Telephone Number
 - Fax Number
 - Email Address
4. Contractor shall submit with their bid, experience history and references, as required by the specifications in Section II, C1-C3.

BID DEPOSIT

1. Bid deposits shall be in the form of a bid bond or certified check made payable to the Town of Hampstead in the amount of five percent (5%) of the Base Bid Sum.
2. Nonperformance by a successful bidder or failure to execute the agreement or meet contract requirements within twenty (20) days after the award shall result in the bid deposit being forfeited to the Town as liquidated damages.
3. Bid deposits will be returned to unsuccessful bidders upon award of the contract, and to the successful bidder upon execution of the contract and the meeting of all contract requirements.

V. GENERAL CONDITIONS

The release of this RFB does not constitute an acceptance of any offer, nor does such release in any way obligate the Town of Hampstead to execute a contract with any Contractor. The Town of Hampstead reserves the right to accept, reject, or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify or amend in part, or in its entirety, this RFB, if to do so is in the best interest of the Town of Hampstead. This will also include the right to increase and/or decrease approximate quantities and consider criteria in addition to bid price, including but not limited to, capacity to perform the work, ability to meet schedule, demonstrated technical expertise and demonstrated knowledge of

local conditions. The final decision to execute a contract with any Contractor rests solely with the Town of Hampstead.

1. Before preparing Bids, the Contractor should note that:
 - a. The Town of Hampstead will not be liable for any costs associated with the preparation of Bids or negotiation of contract incurred by any Contractor;
 - b. All Bids, in their entirety, will become the property of the Town of Hampstead upon submission;
 - c. The award of a contract for any proposed service(s) is contingent upon the following:
 - favorable evaluation of the Bid;
 - reasonableness of cost;
 - approval of the Bid by Town of Hampstead;
 - successful negotiation of any changes to the Bid required by Town of Hampstead;
 - available and appropriate funding.
 - d. Submitted prices are irrevocable for up to ninety (90) days after Bid submission.
2. Town of Hampstead reserves the right to negotiate the final terms of all contracts with successful Contractors. Items that may be negotiated include, but are not limited to, type and scope of services, costs and prices, delivery and installation, warranty and maintenance, and training and service levels.
3. Likewise, Town of Hampstead reserves the right to accept any Bid as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, Contractors are advised to propose their **most favorable terms** initially.
4. In submitting a Bid, the Contractor certifies as to its legally constituted organization and that in connection with this Bid:
 - a. the prices in the Bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor; and,
 - b. unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly, to any other Contractor or to any competitor; and,
 - c. no attempt has been made by the Contractor to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
5. Person(s) signing the Bid certify that person(s) in the Contractor's organization who are legally responsible within that organization for the decision as to the price being offered in the Bid have not participated, and will not participate, in any action contrary to V.4. a, b, or c.
6. Bids will be exempt from disclosure until the evaluation and selection process has been completed. If a Bid contains any information that the Contractor considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated by marking the top margin of each page considered proprietary with "proprietary."

7. The Contractor shall keep and maintain at all times in the life of this agreement General Business & Liability Insurance which shall include insurance for personal injury, property damage, liability for the vehicles and equipment operated by it, as well as other general business liability insurance to insure against any or all of the claims which may arise by virtue of its operations pursuant to this agreement. No work shall commence until all insurance requirements have been met.
8. The Contractor must agree to submit and maintain a Certificate of Insurance containing the policy or binder number, name of the insurance company, limits of liability, types of insurance and date of expiration to maintain on file with the Town at all times. The Contractor shall be responsible for the certificate renewals (if applicable). In addition to the insurance contemplated in this paragraph, the Contractor agrees to maintain a Certificate of Insurance containing the policy or binder number, the name of the insurance company and any limit of liability, or in lieu thereof, an appropriate Certificate indicating that it has Workman's Compensation Insurance in compliance with the laws of the State of Maryland. The minimum limit for general liability insurance shall be one million dollars (\$1,000,000.00) which said limit shall also include as an insurance requirement for the personal injury and property damage liability insurance on the vehicles and equipment to be operated by the Contractor in the performance of this contract. Additional insurance shall include: Comprehensive Public Liability Insurance in the amount of \$100,000.00 for injuries by any one person and \$300,000.00 for injuries sustained by more persons in any single accident. The amount of property damage liability shall not be less than \$1,000,000.00
9. The Mayor and Town Council, its employees and agents shall be named as additional insured on all insurance policies. The Town shall be furnished with satisfactory evidence that the forgoing insurance is in effect within 10 days after written notice of award is given to the Contractor. The Town shall be notified 30 days prior to the cancellation or material change of any coverage.
10. The use of subcontractors must be clearly indicated in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. The use of subcontractors is not a requirement of this RFB. The prime Contractor shall be solely responsible for compensating all subcontractors used by the prime Contractor in connection with any contract awarded pursuant to this RFB. In the case of a sub-contract between the Contractor and another party, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all his/her employees engaged in work at the sites.
11. All employees must be drug screened and background checked.
12. Appeals - Areas that are disputable: Substitutions or equivalents, ancillary or supportive services to a core program, conflict of interest, sole source awards not approved by the state, requirements that restrict competition, misapplication of the RFB/RFQ procedures.

Procurement decisions made by Town of Hampstead based on
MOST ADVANTAGEOUS are **NOT DISPUTABLE**.

Filing a Claim

All claims regarding disputes must be made in writing.

Claims must be filed no later than 30 days from the onset of the disputed activity. For example, a claim regarding the awarding of a training contract based on an RFB solicitation must be filed within 30 days of

the start date of the awarded contract. A claim for purchased goods or services must be filed within 30 days of the initial bid solicitation.

The written claim, clearly stating the area of dispute, must be filed with:

Town of Hampstead
1034 South Carroll Street
Hampstead, Maryland 21074

VI. CONTRACTORS GENERAL INSTRUCTIONS

A. INSTRUCTIONS

1. All bids are to be submitted by 2:00 p.m. EST, October 2, 2020.
2. Any Contractor finding discrepancy in or omission from the specifications, or is in doubt as to their meaning, can contact Tammi Ledley, Town Manager or Kevin Hann, Superintendent of Public Works via email at Hampstead@carr.org. Email should be clearly noted with the project name. Exceptions taken in no way obligate Town of Hampstead to change the specifications. The Town will notify all Contractors in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
3. Town of Hampstead will assume no responsibility for oral instruction or suggestion. All official correspondence regarding this solicitation's specifications should be directed to the Town and will be issued by the Town of Hampstead.

B. AWARD OF CONTRACT

The most favorable bid will be evaluated by responsiveness to the specifications in the scope of work and the terms and conditions further specified in these instructions and the Request for Bid. The bid will be reviewed at the Town Council Meeting on Tuesday, October 13, 2020. The Notice of Award/Notice to Proceed will follow on Friday, October 16, 2020.

C. TAXES

Town of Hampstead is exempt from sales tax and no such tax will be included in the bid price.

D. SPECIFICATIONS

Audit services as described.

E. RESERVATIONS

1. Town of Hampstead reserves the right to reject any and all bids, to waive any informalities in bids received, and to accept or reject any items of any bid. All bids when filed will be irrevocable for ninety (90) days following the closing date for submission of bids.

2. Town of Hampstead may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to Town of Hampstead.

F. DELIVERY

1. Contractors shall guarantee delivery of services and materials in accordance with such delivery scheduled as may be provided in their Bid.
2. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise noted in Special Conditions.
3. Town of Hampstead reserves the right to charge the contractor or vendor Fifty Dollars (\$50.00) per working day for each day the materials, supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of Town of Hampstead, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment, or charged back to the contractor or vendor.

G. COMPETITION, LITERATURE, SAMPLES

1. To better insure fair competition and to permit a determination of the lowest contractor, Bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
2. The name of any manufacturer, trade name, or manufacturer or vendor catalogue number mentioned in specifications is for the purpose of designating a standard of quality and type and must be used.
3. Specifications provided are based on Town of Hampstead's needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Town of Hampstead's requirements. Minimum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive contractors.

H. DEVIATIONS FROM SPECIFICATIONS

In addition to the above requirements, all deviations from the specifications must be noted in detail by the Contractor, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the contractors strictly accountable to furnish material, equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

I. INSPECTION

All materials supplies and/or services delivered or performed for the Town shall be subject to final inspection and testing by the Town and their Inspector. If the result of such inspections, or one or more of such tests indicates that any part of the materials or supplies are deficient in any respect, the Town, in its absolute discretion, may reject all or any part of the materials and supplies to be provided under this contract. Should any variances in materials, supplies and/or services be necessary, prior written approval will be necessary from the Town Purchasing Office.

J. DISPUTES

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Town, Inspector, or other authorized representatives, shall be final and binding.

K. LAWS AND REGULATIONS

The Contractor shall protect and indemnify the Town of Hampstead (Town), the Mayor and Council, its agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by themselves or their employees.

L. EQUAL OPPORTUNITY

It is the policy of the Town of Hampstead to assure all persons Equal Employment Opportunity, and also to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all Town of Hampstead contracts for supplies and services. Every Contractor or vendor doing business with Town of Hampstead must agree not to discriminate in any manner against any employee or applicant for employment because of race, color, sex, religion, national origin, age, marital status, political affiliation, mental or physical disability and shall be obligated to include a similar requirement in any and all sub-contracts. They must further agree to comply with all applicable Federal, State and Local laws and executive orders and regulation relating to Equal Employment Opportunity and Minority Business Enterprises.

M. INDEMNITY

If a contract is awarded, the successful Contractor will be required to indemnify and hold the Town of Hampstead, the Mayor and Council, its agents and employees harmless from and against all liability and expenses, suits, actions or claims and including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the Contractor's performance of the contract awarded.

Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the Town. The Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

N. TERMINATION OPTIONS

Termination for Convenience: Should the Contractor be awarded a contract, notwithstanding any other provision of this Agreement or other document to the contrary, either party may terminate the agreement, at any time, without showing cause, by giving ten (10) work days written notice stating when the termination shall become effective. Town of Hampstead reserves the right to reduce or terminate this contract should funding be withdrawn or rescinded.

Termination for Cause: In the event that any of the provisions of this contract are violated by the Contractor, the Town may serve written notice upon the Contractor and the surety of its intention to terminate the contract. Such notices should contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of the ten (10) days, cease and terminate.

VII. CONTRACTOR'S SPECIAL PROVISIONS AND REQUIREMENTS

A. SPECIFICATIONS

The Specifications for this contract concerning the technical requirements for materials and construction procedure will be those of the Maryland Department of the Environment (MDE) and will be done in compliance with all Town, Local, State and Federal laws and regulations, including all rules promulgated by the Maryland Department of the Environment. Where standards vary, the Contractor will be held to the highest standard.

1. APPROVED MATERIALS

- Ductile Iron Pipe Class 52
- Ductile Iron Mechanical Joint Fittings with Mega Lugs
- Field Lock 250 Gaskets
- American Flow Control Resilient Wedge Gate Valves
- Brass Fittings – Ford or Muller Compression Style
- Curb Valve Boxes – Buffalo Adjustable Style
- Meter Pits – Plastic Heavy Wall with Cast Iron Frames and Lids
- Hydrants – Kennedy K-81
- Copper Service Lines – K-Class 1" Copper unless listed different in specification
- Non-Detectable Warning Tape on all Water Mains
- Bypass Piping needs to be food grade with Bacteriological reports delivered to Superintendent of Public Works

2. APPROVED BACKFILL MATERIALS

- Clean compacted dirt around all mains and service lines
- CR-6 - Compacted
- HMA Superpave 9.5mm for surface
- HMA Superpave 19.0mm for base
- See Exhibit "B" for roadway repair specifications

BYPASS PIPING

1. Follow NSF Standard 14 or 61 for potable water. Able to withstand the existing working pressure of the system.
2. Pipe shall not impart objectionable odor, taste, or color to water being supplied.
3. Temporary fire hydrant shall consist of 4" x 4" tee or 90-degree bend with ball valve or equal, connected to the end of the tee or bend and operating nut to control the valve. Temporary hydrant shall be equipped with a 4 1/2" diameter National Standard threaded nozzle with hydrant cap.
4. Before the water main can be shutdown, removed, or abandoned, a temporary bypass piping system of adequate size to provide water service and fire protection to the abutting properties **must** be in place. Water for temporary bypass service shall be taken from the nearest available fire hydrant or as shown on

the drawings. Make temporary bypass service attachments to fire hydrants in a manner that will permit removal, if required, so fire hydrants can be used for firefighting purposes with a minimum effort.

5. The Contractor shall maintain temporary water service lines in safe and operative conditions at all time. Any temporary bypass lines or services crossing a sidewalk or roadway shall be temporarily covered with bituminous cold patch. Lines 4" in size and larger crossing roadways shall be lowered to a depth that the top of the bypass in the trench is only 2" above the road surface. All 8" bypass lines must be steel and shall be buried to the full depth where crossing roadways, driveways or handicap ramps unless otherwise directed by the Town.

B. ADDITIONAL SPECIFICATIONS

1. The Contractor shall provide telephone numbers to Town of Hampstead Town Manager and Superintendent of Public Works for a designated after-hours emergency work crew before installation of bypass system.
2. The Contractor shall have an emergency maintenance crew on standby ready to respond to emergencies, such as: a broken bypass pipe, a broken temporary fire hydrant, etc. The crew shall be available on a twenty-four (24) hour basis. The Contractor must furnish the Town with telephone numbers for the designated contact person for this purpose (a telephone answering machine is not acceptable).
3. Use nearest available fire hydrant for connection to temporary bypass system.
 - a. Where fire hydrants cannot be used, excavate, and tap existing water main at Superintendent direction.
 - b. Provide backflow preventers on temporary bypass piping at connection to source.
 - c. Make temporary bypass service attachments to fire hydrants in a manner that will allow removal with minimum effort in case of emergency.
 - d. Provide temporary fire hydrants:
 - i. Provide markers that are clearly visible from the street.
 - ii. Brace hydrants
 - iii. Spacing as follows:
 1. Single family residential area.
 - a. Spacing maximum 500 feet apart measured along an improved roadway and within 400 feet from the most distant corner of any dwelling.
 2. Townhouses and garden apartments.
 - a. Spacing maximum 250 to 300 feet apart measured along an improved roadway and within 300 feet from the most distant corner of any building.
 3. Commercial, industrial, high-rise, and elevator type apartments.
 - a. Spacing maximum 250 to 300 feet apart measured along an improved roadway.
4. Placement and protection of temporary bypass piping system.
 - a. Do not install between November 15th and March 1st.
 - b. Remove by November 15th.
 - c. Do not place during freezing weather and if already installed, protect from freezing.
 - d. Cover sections of temporary bypass lines that cross driveways or sidewalks and ramp with bituminous cold mix.
 - e. Protect concrete and brick driveways to prevent discoloration from bituminous material.
 - f. Place bypass lines at road crossings below the existing road surface.

- g. Place sections of bypass or services that cross sidewalks with barricades, ramps and fluorescent paint.
 - h. Place crossings of bypass lines parallel and/or perpendicular to handicap ramps, below existing grade.
 - i. Install and support temporary bypass piping at storm drain inlet crossing so that piping and supports do not impede storm water from entering storm drain inlet.
- 5. House to house connections are prohibited.
- 6. Disinfect temporary bypass piping, including temporary house services, utilizing distribution system residual.
 - a. Contractor will take bacteriological samples within three (3) working days after disinfection is complete.
 - b. Results of sample analysis will be available within three (3) working days after sampling.
 - c. If samples are not approved, chlorinate, and notify Superintendent that new samples are necessary for testing.
 - d. Cost of the additional disinfection, samples and testing will be at the Contractor's expense.
 - e. After samples are approved by the Town, place bypass piping in service.
- 7. Clean and disinfect water piping as follows:
 - a. Purge new water piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 - b. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing or piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet. A representative from the Town must be onsite during the flushing.
 - c. Use purging and disinfecting procedure prescribed by the Town, if method is not prescribed by the Town, use procedure described in AWWA C651 or do as follows:
 - d. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - e. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for three (3) hours.
 - f. After standing time, flush system with clean, potable water until no chlorine remains in water coming from the system.
 - g. Contractor is responsible to have samples drawn by a certified lab and results should be sent to the Superintendent of Public Works. Repeat procedure if biological examination shows evidence of contamination.
- 8. Maintenance or repair of temporary bypass piping system.
 - a. Respond to Town's notification within 30 minutes and arrive at work site within two (2) hours of notification.
 - b. Provide adequate equipment, materials, and labor to take remedial actions within one (1) hour of arrival at the site in order to restore temporary bypass system in a timely manner at no cost to the Town.

C. UTILITIES

- 1. The utilities which are known to exist within and/or in close proximity to the construction limits of this contract are electric, telephone, gas mains, cable TV, sanitary sewers, and water mains. It shall be the

Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas where conflicts with utility installations are possible.

2. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the Superintendent of Public Works of the utility and take all necessary and proper steps to protect the continuance of service, either above or below ground. The Contractor shall have such utility restored to a condition equal to that which existed prior to the damage at their entire cost and expense.
3. All utilities are to remain in service during the construction of this project unless written authorization for interruption of service is received from the utility owner and the interruption is approved by the Town.
4. Utility adjustments and relocations for electric and telephone will be accomplished by the respective owners and the Town will coordinate the relocation work by the owners.
5. It shall be the Contractor's responsibility to contact the respective utility owner concerned, five (5) working days prior to proceeding with any work, which may affect their utility. **The Contractor shall contact "Miss Utility" at 1-800-257-7777 before commencing any work.**

D. MAINTENANCE OF TRAFFIC

General

A prime requisite of this contract is safe and continuous maintenance of vehicular and pedestrian traffic in an expeditious manner through the project area during the entire construction period. The Contractor will be required to develop and adhere to a Traffic Control Plan (TCP) for this project, which will be approved by the Town of Hampstead and will be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition and all revisions thereto.

1. Traffic Control Plan

- a. The Traffic Control Plan (TCP) shall be developed by the Contractor at his/her expense and submitted to the Town for approval. No work is to commence on the project until the Traffic Control Plan is approved by the Town. The TCP is to be submitted to the Town no later than 48 hours prior to mobilization.
- b. The Traffic Control Plan shall be specific in showing the proposed use and location of advance warning signs for construction and traffic changes, delineators, barricades, traffic cones, speed limits, flaggers, etc. The plan shall also indicate the sequence of operations and schedule of work. In general, all provisions and methods for maintaining traffic shall comply with the requirement of the Federal Highway Administration publication, "Manual on Uniform Traffic Control Devices" (MUTCD), 2009 Edition. All materials, devices and flagging procedures shall conform to the requirements of MUTCD. The manual is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C.
- c. The Traffic Control Plan and sequence of operations for the project must provide for two-way traffic to be maintained at all times of all public roads.

- d. The Contractor shall provide, maintain in first class condition and move when necessary and/or directed, all traffic control devices used for the guidance and protection of vehicles.
- e. The Contractor will be required to designate a Traffic Manager for this project prior to any work being done. The Traffic Manager will be responsible for the proper implementation of the TCP and for maintaining a regular surveillance over all aspects of traffic control and safety.

2. General Requirements

- a. If traffic control problems should develop, the Town Manager may temporarily suspend work at any time.
- b. The Contractor can work between the hours of 8:00 a.m. and 8:00 p.m. Monday through Friday. The Contractor shall not be permitted to work on Saturdays and Sundays (unless the work is deemed necessary and prior authorization is granted by the Town Manager or Superintendent of Public Works).
- c. Any earth or surfacing material, which may be dropped on the surface where traffic is being maintained, shall be removed immediately to avoid creating a slippery or hazardous condition.
- d. Prior to storage of any equipment, materials, etc., anywhere within the limits of Town, the contractor, a written request for same shall be made to the Town Manager and his/her approval received before doing same. All areas used for storage of equipment shall be restored to their original condition immediately upon completion of the work. No additional compensation will be provided for regrading or placement of topsoil, seed, and mulch in the areas.
- e. The Contractor's employees will be permitted to park their vehicles only in normal parking zones, protected areas or a minimum of thirty (30) feet from the traveled roadway. All parking areas other than street parking zones must have prior approval, in writing by the Town Manager. The Contractor's employees shall not park in business lots unless specific written permission is obtained from the property owner.
- f. No traffic regulations, including speed zones and no passing zones, may be imposed without authorization by the Town of Hampstead.
- g. The Contractor shall provide a sufficient number of flaggers and take all necessary precautions for the protection of the work and safety of the public, all as indicated in the MUTCD.
- h. No trench cuts are to remain open overnight. The Contractor will be permitted to use traffic bearing steel plates to cover trenching operations (with proper signage in place).
- i. The Contractor shall be responsible for the removal, sorting, covering, uncovering, cleaning and resettling of all existing traffic signs delineators that will confuse traffic during the various stages of construction. Any signs or delineators lost or damaged will be replaced by the Contractor all at their expense.

3. Maintenance of Traffic Signs

- a. All Maintenance of Traffic Signs to be used for this contract shall conform to the MUTCD and Section 814.09 of the specifications. All signs shall have reflectorizing materials, using high intensity sheeting of approved quality.
- b. All existing and new temporary signs that may cause driver confusion during the various stages of construction shall be either removed or covered completely. The entire signing and marking procedure shall be reviewed by the Town Manager prior to its implementation and shall not be utilized until approved by the Town Manager.

4. Barricades, Lights, Warning, Etc.

- a. The temporary barricades shall be located as required by MUTCD and/or the Town Manager.

E. SCHEDULES

A schedule of all of the work, which shall include quantities and prices of items aggregating the Bid Price and which shall subdivide the work into component parts in sufficient detail to serve as the basis for progress during construction of the project. The Contractor shall detail its appropriate and reasonable amount of overhead and profit applicable to the prices of each Contract item of work, which overhead and profit shall be confirmed in writing by the Contractor at the time of submission of Schedule and which must have been included as part of the Contractor's Bid.

The Town hereby reserves the right to delete, increase or decrease bid quantities without re-negotiation of the contract bid prices; however, the Scope of Work on this contract may be increased only to the extent that the original contract amount is not exceeded by twenty five percent (25%).

Any bid item indicated as a contingent item is listed in the contract documents and included in the bid for the purpose of obtaining a contract price. Such bid constitutes tender of an exercisable option to incorporate such items into the work in accordance with the stated terms at the prices bid. The quantities of the items so indicated may be subject to wide variation from that shown in the proposal. However, no extra compensation or increase in the bid price will be allowed if the final quantity varies from the proposal quantity or if there is no final quantity for a particular item of work.

F. MEETINGS

The Contractor shall attend all meetings with the Town of Hampstead as deemed necessary by the Town. Meetings shall include but are not limited to pre-construction, progress meetings, onsite field meetings, MDE and or any other agency meetings, as necessary.

Pre-Construction Meeting

Notice of Award and Notice to Proceed will be issued after the Mayor and Town Council approve the contract. A Pre-Construction Meeting between the Contractor and the Town will be held within five (5) days from the Notice of Award/Notice to Proceed. This meeting must include a representative of the Contractor responsible for the completion of the contract, a representative of the Town, and a representative of the firm selected by the Town to serve as an Inspector on the contract (if applicable).

Progress Meetings

The Contractor will conduct bi-weekly progress meetings on-site at a time suitable to both parties, at which time the progress of work shall be reported upon with reference to previously submitted project schedules. Responsibility will rest with the Contractor concerning competent representation of Sub-Contractors. Minutes of these meetings shall be taken by the Contractor and distributed to the Town's Town Manager, Superintendent of Public Works, Project Manager, and Inspector not more than one (1) week after each meeting.

The Contractor shall submit to the Town any reports, records and other data as may be requested concerning the work to be performed under this contract.

G. COMPLETION OF CONTRACT

It is hereby understood and mutually agreed, by and between the Contractor and the Town, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work to be embraced in this contract shall be commenced on the date specified in the "Notice of Award/Notice to Proceed."

The Contractor agrees that such work will be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time period specified.

This section is in addition to provisions concerning liquidated damages set forth elsewhere in the contract.

For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount specified in the Procurement Request per calendar day late provided. Due account shall be taken of any adjustment of specified work completion time(s) granted by approved Change Orders.

The Town shall have the right to deduct, retain, offset, and recoup out of the monies due to or become due to the Contractor hereunder, the amount of liquidated damages, and in case the amounts due the Contractor are less than the amount of such damages, the Contractor shall be liable to the Town for the difference.

All work on the water mains and service lines must be completed by **SEPTEMBER 17, 2021**. A penalty of **FIVE HUNDRED DOLLARS (\$ 500.00) PER DAY** will be assessed to the contractor for any and all delays beyond the completion date.

H. PAYMENTS

Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted to the Town of Hampstead at 1034 South Carroll Street, Hampstead, Maryland 21074 or via email to Kevin Hann, Superintendent of Public Works (KHann@hampsteadmd.gov) and Christy Collins, Project Manager (CCollins@hampsteadmd.gov).

Payment applications will be made monthly to the Town of Hampstead Department of Public Works Superintendent and Project Manager on an Invoice; payment will be made within 30 days of an approved pay request.

VIII. BID PROPOSAL FORM

Project Location: Hampstead, Maryland

Project Name: Water Main & Service Line Replacements

Proposal of _____ (Hereinafter called Bidder) a corporation/
partnership/individual doing business in the State of Maryland, to the **Mayor and Town Council of Hampstead**
(Hereinafter called the Town) a municipal corporation of the State of Maryland.

Ladies/Gentlemen:

The Bidder, in compliance with your invitation to bid for the replacement water mains and service line connections and miscellaneous work as described in the Scope of Work and provided for in this Bid Proposal Form, and having examined the contract documents and the sites and being familiar with all of the conditions surrounding the proposed project, hereby proposes to furnish all labor, materials, equipment and incidentals required to complete the project in accordance with the time set forth and at the Base Proposal sum below. This price is to cover all expenses incurred in performing the work under the contract documents of which this proposal and the Town's Request for Proposal is a part.

Bidder hereby agrees to start work under this contract on a date specified in the written Notice to Proceed from the Town and to fully accomplish the project in accordance with the project schedule set forth in the Proposal.

Base Proposal: Bidder agrees to perform all work described in the Request for Proposal; for the sum of

\$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, words shall govern.)

Time of Completion: The project shall be commenced in accordance with the Town of Hampstead's "Notice to Proceed" and shall be completed by September 17, 2021. If the work is not completed by this date, the Contractor will be liable for liquidated damages of Five Hundred Dollars (\$500.00) per calendar day late as specified in VII – Contractor's Special Provisions and Requirements.

Authorized Signature

Title

Company Name

Date

IX. ACKNOWLEDGEMENT FORM

Bidder hereby agrees to start work under this contract on a date specified in the written Notice to Proceed from the Town and to fully accomplish the project in accordance with the project schedule set forth in the Scope of Work.

Authorized Signature

Title

Company Name

Date of Proposal

Witness

Date

X. EXHIBIT "A"



Town Of HAMPSTEAD

Water Main Project 2020 – 2021

Tammi Ledley • Town Manager

Kevin Hann • Superintendent, Department of Public Works

1034 S. Carroll Street • Hampstead, MD 21074

Town Hall: 410-239-7408 • Public Works: 410-239-6659

Fax: 410-239-6143 • www.hampsteadmd.gov • hampstead@carr.org

EXHIBIT A

1 Upper Beckleysville Road from Main Street to Hillcrest Street*

- 620' of 8" DIP with 1- 2" Service to 1353 Main Street including new curb valve
- 3- 1" Services of which 2 are new meter pits
- 1- 8" Valve to Hillcrest Street
- 6" or 8" line extended to Hampstead VFD grounds (size & location to be determined at a later date)

2 Hillcrest Street from Upper Beckleysville Road to New Valve

- 110' of 8" DIP with 1- 1" Service 75' including new curb valve
- 1- 1" Service 95' including new curb valve
- 1- 1" Service with new meter pit

3 Rinaman Avenue from Main Street to Dead End*

- 310' of 6" DIP to include 1 new hydrant and valve
- 2- 1" Services 315' from main to 2 new meter pits
- 2- 1" Services including 1" curb valves

4 West Street from Rinaman Avenue to New Valve

- 490' of 6" DIP to include 1 new hydrant and valve and new 6" valve at Rinaman Ave.
- 1- 1" Service with new meter pit
- 4- 1" Services with new curb valves

* Connections will be made to the water mains outside SHA right of way to new water mains installed in 2015/2016

XI. EXHIBIT "A1"



Town Of HAMPSTEAD

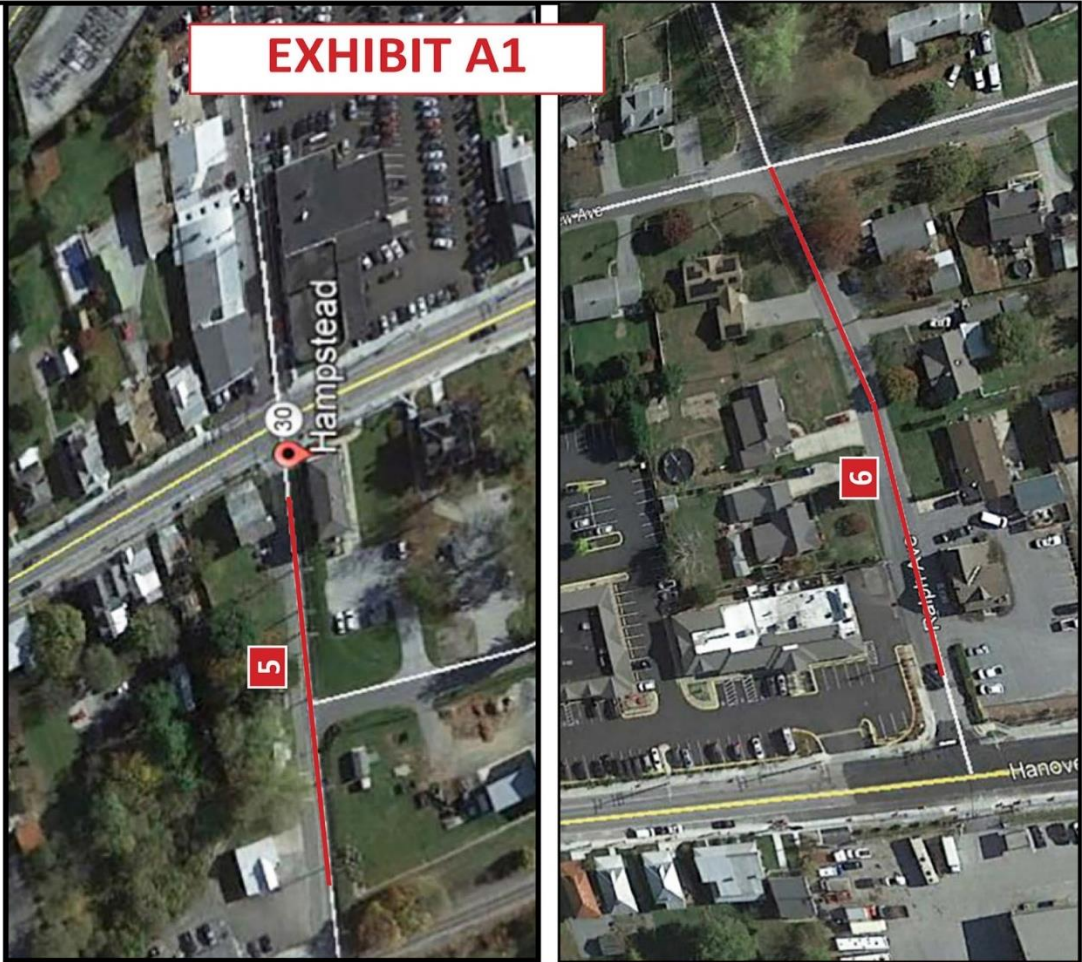
Water Main Project 2020 – 2021

Tammi Ledley • Town Manager

Kevin Hann • Superintendent, Department of Public Works
1034 S. Carroll Street • Hampstead, MD 21074

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Fax: 410-239-6143 • www.hampsteadmd.gov • hampstead@carr.org



5 Shiloh Avenue from Main Street to Dead End*

- 325' of 6" DIP to include 1 new hydrant and valve
- 1- 2" Service with curb valve
- 1- 1 1/2" Service with curb valve

6 Ralph Avenue from Main Street to Clearview Avenue*

- 440' of 6" DIP leaving the existing hydrant and valve
- 1- 2" Service with curb valve for J&P Restaurant
- 2- 1" Services with new meter pit
- 4- 1" Services with curb valves

* Connections will be made to the water mains outside SHA right of way to new water mains installed in 2015/2016

XII. EXHIBIT "B"

EXHIBIT B

1-1 1/2" LAYER BITUMINOUS CONCRETE-SURFACE COURSE (SF BAND)
 2 LAYERS BASE COURSE - 7 1/2" TOTAL { 1-4" LAYER.
 1-3 1/2" LAYER

9" TOTAL BITUMINOUS COMPACTED DEPTH

EXISTING PAVEMENT

VARIABLE WIDTH (W)

APPROVED COMPACTED MATERIAL

OPTION 1

1 - 2" LAYER BITUMINOUS CONCRETE SURFACE COURSE (SF BAND)
 1 - 9" LAYER CONCRETE

11" TOTAL COMPACTED DEPTH

EXISTING PAVEMENT

VARIABLE WIDTH (W)

APPROVED COMPACTED MATERIAL

OPTION 2

(A) PAVING PATCH SHALL MATCH EXISTING PAVING THICKNESS OR A MINIMUM OF 3 1/2" BASE COURSE AND 1 1/2" SURFACE COURSE.

EDGES CUT VERTICAL

BITUMINOUS PAVING (A)

1.5" MIN.

Ex. Paving

Ex. DGSA

Ex. Paving

FLOWABLE FILL

APPROVED COMPACTED MATERIAL

OPTION 3

SEE SHA CONSTRUCTION SPECIFICATION SECTION 313 (FLOWABLE BACKFILL) MINIMUM PSI = 100, MAX. = 150 PSI

W'	L'
1'	1'
1.5'	1.5'
≥ 2'	2'

W'	L'
1'	1'
1.5'	1.5'
≥ 2'	2'

W'	L'
1'	N/A
1.5'	N/A
≥ 2'	N/A

REVISED	
DATE	BY

CARROLL COUNTY, MARYLAND
 DEPARTMENT OF PUBLIC WORKS

E. D. ... 4-12-94
 DIRECTOR DATE

METHOD OF CUTTING AND
 REPAIRING ROADWAYS

PLATE

47